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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION (L) NO. 1523 OF 2014

IN

NOTICE OF MOTION NO. 3052 OF 2000

IN

SUIT NO. 4234 OF 2000

Mr. Percy Contractor ...Applicant

In the matter between

Dinshaw Framroze Pocha & 2 Ors. …Plaintiffs

Versus

Homi N.J. Dady & 2 Ors. …Defendants

Mr. Darius Khambata, Senior Advocate, *with Ms. Naira Jejeebhoy, Mr. Vivek Vashi, Mr. Hrushi Narvekar, Shaheda Madraswala, i/b M/s. Bharucha & Partners, for the Plaintiffs / Petitioner No. 2 in MPT No. 91 of 2000.*

Mr. S.U. Kamdar, Senior Advocate, *with Mr. Karl Tamboly, Mr. Vivek Vashi, Mr. Hrushi Narvekar, Shaheda Madraswala, i/b M/s. Bharucha & Partners, for the Plaintiffs / Petitioner No. 3.*

Mr. Zubin Behramkamdin, *with Mr. Vivek Vashi, Mr. Hrushi Narvekar, Shaheda Madraswala, i/b M/s. Bharucha & Partners, for Respondent No. 3.*

Mr. M.S. Doctor, Senior Advocate, *with J. Dwarkadas, Mr. Manan Mauderia, i/b M/s. Wadia Ghandy & Co., for Respondent No. 1(a) in N/M (L) No. 1523/2014.*

WITH

TESTAMENTARY & INTESTATE JURISDICTION

MISCELLANEOUS PETITION NO. 123 OF 2013

WITH

NOTICE OF MOTION NO. 95 OF 2013

Percy Contractor & Meherangiz P. Contractor …Petitioners
Versus
Nauzer Dinshaw Pocka & Anr. …Respondents

Mr. Vikash Kumar, *i/b Anil T. Agarwal, for the Petitioners.*
Mr. Darius Khambata, Senior Advocate, *with Ms. Naira Jejeebhoy, Mr. Vivek Vashi, Mr. Hrushi Narvekar, Shaheda Madraswala, i/b M/s. Bharucha & Partners, for Respondent No. 1(a).*
Mr. S.U. Kamdar, Senior Advocate, *with Mr. Karl Tamboly, Mr. Vivek Vashi, Mr. Hrushi Narvekar, Shaheda Madraswala, i/b M/s. Bharucha & Partners, for Respondent No. 1(b).*
Mr. Zubin Behramkamdin, *with Mr. Vivek Vashi, Mr. Hrushi Narvekar, Shaheda Madraswala, i/b M/s. Bharucha & Partners, for Respondent No. 2.*

CORAM: G.S. PATEL, J
DATED: 18th February 2015

PC:-

1. There are several litigations between the parties. By the consent terms that are now tendered, Miscellaneous Petition No. 123 of 2013 (Testamentary) and Notice of Motion (L) No. 1523 of 2014 in Suit No. 4324 of 2000 are sought to be settled.

2. The Petitioner in Miscellaneous Petition No. 123 of 2013, the executors Respondents Nos. 1(a) and 1(b) in the petition and the 2nd Respondent are all the signatories to the Consent Terms. Defendant No.1(a) in Notice of Motion (L) No. 1523 of 2014 is also present in Court. There are other disputes to which Defendant No. 1(a) is a party. As regards clauses 9(III)(b) and (c) of the Consent Terms, Mr. Khambata, learned Senior Advocate for Respondent No. 1(a), Mr. Kamdar, learned Senior Advocate for Respondent No.1 (b) and Mr. Vikash Kumar, the Learned Advocate for the Petitioners, all state that the reference to "clause 7" in both these paragraphs is to be read as a reference to "clause 7(iii) and 7(iv)(b)" of the supplementary consent terms. This, therefore, fully protects the interest of Hilla, Defendant No.1 (a) to the Notice of Motion (L) No. 1523 of 2014.

3. I must further note that the Petitioners were personally present in Court this morning. The matter was kept back to the end of the day. I permitted them to leave as they are not from Mumbai.

4. The consent terms are taken on record and marked "X" for identification. Undertakings in the consent terms are accepted as undertakings to the Court.

5. Notice of Motion (L) No. 1523 of 2014 and Miscellaneous Petition No. 123 of 2013 are disposed of in accordance with the consent terms. In view of disposal of Miscellaneous Petition No. 123 of 2013, nothing further survives in Notice of Motion No. 95 of 2013 in Miscellaneous Petition No. 123 of 2013 and the same is disposed of.

6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)